

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: NATIONAL FOOTBALL
LEAGUE PLAYERS' CONCUSSION
INJURY LITIGATION

Kevin Turner and Shawn Wooden, on
behalf of themselves and others similarly
situated,

Plaintiffs,

v.

National Football League and NFL
Properties LLC, successor-in-interest to
NFL Properties, Inc.,

Defendants.

No. 12-md-2323 (AB)

MDL No. 2323

Hon. Anita B. Brody

THIS DOCUMENT RELATES TO:
*Steven Smith, et al., v. National Football
League, et al.,*

**E.D. Pa. No. 2:12-cv-01027
S.D. Fla.: No. 11-cv-24594**

**RESPONSE TO
SEPTEMBER 12, 2017 LETTER FROM CATHERINA WATTERS, ESQ.**

Podhurst Orseck, P.A. (“Podhurst”) responds to the September 12, 2017 letter emailed to the Court by Catherine Watters, Esq., regarding Podhurst’s representation of Steven A. Smith. Although the letter has not been docketed and is not an appropriate submission in connection with the Court’s July 19, 2017 Order (ECF No. 8037), its groundless accusations of misleading or wrongful conduct demand a brief response. As explained in a prior filing (ECF No. 7465) – Podhurst’s Response in Opposition to Steven Smith’s Notice of Joinder in the Estate of Kevin

Podhurst Orseck, P.A.

Turner's Motion to Resolve Attorney's Fee Dispute, which Podhurst respectfully incorporates by reference – Podhurst devoted itself to representing Smith and pursuing his individual claim for approximately four years, bearing the significant risk that it would not be compensated for its services unless Smith prevailed on his claim, whether through a settlement or at trial. (*Id.* at 5-8.) Podhurst's prior response conclusively refutes the misguided, inaccurate accusations repeated in the above-referenced September 12, 2017 letter. (*Id.*) As explained in Podhurst's prior response and as demonstrated by the emails and declaration filed with the Court, Podhurst repeatedly made clear to Mr. and Mrs. Smith that it would seek to enforce its contractual right to a fair and reasonable fee from Smith's Monetary Award for the substantial work performed on behalf of his individual case, as permitted by the law and the January 25, 2012 Authority to Represent governing the representation. (*Id.* at 7-8; ECF No. 7465, ¶¶ 9-10).

The September 12, 2017 letter and accompanying declaration suggest that language in a February 2012 retainer agreement indicated that Podhurst would not seek a fee from Smith's Monetary Award. But as the Smiths conceded in their initial notice (ECF No. 7365 at 4), the February 2012 agreement was executed by Mrs. Smith on her own behalf for her *derivative* claim (in the event it would be necessary, which it is not). The operative retainer agreement remains the January 25, 2012 contract between Mr. Smith and Podhurst (ECF No 7365-1), which in no way suggests that Podhurst would decline to seek a fair and reasonable fee from Smith's Monetary Award.

Simply put, the accusations of misleading or wrongful conduct leveled in the September 12, 2017 letter are inaccurate and completely contradicted by the record evidence.

Dated: September 18, 2017

Respectfully submitted,

PODHURST ORSECK, P.A.

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CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of September, 2017, I caused the foregoing Notice of Change of Address, to be served via the Electronic Case Filing (ECF) system in the United States District Court for the Eastern District of Pennsylvania, on all parties registered for CM/ECF in the above-captioned matter.

By: /s/ Steven C. Marks
STEVEN C. MARKS